ALLEN COUNTY, INDIANA

184[±] ACRES OFFERED IN 3 TRACTS CTILLABLE WOODED

INFORMATION BOOKLET



6:00PM • TUESDAY OCTOBER 29 at Roanoke Baptist Church @ Online Bidding Available



DISCLAIMER

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

AUCTION MANAGER

Al Pfister • 260.760.8922 • 800.794.4320



950 N. Liberty Dr., Columbia City, IN 46725 800.451.2709 | 260.244.7606 | www.schraderauction.com

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BOOKLET INDEX





- Real Estate Auction Registration Forms Location Map Tract Maps Tract Descriptions & Auction Terms Soils Maps & Productivity Information Topography Maps Wetlands Maps Plat Map County Information USDA Information Tax Information
- Property Photos

BIDDER PRE-REGISTRATION FORM

TUESDAY, OCTOBER 29, 2019 184 ACRES – YODER, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc., P.O. Box 508, Columbia City, IN, 46725, Email to <u>auctions@schraderauction.com</u> or fax to 260-244-4431, no later than Tuesday, October 22, 2019.

Otherwise, registration available onsite prior to the auction.

| BIDDER INFORMATION | |
|--|-----------------------------------|
| | (FOR OFFICE USE ONLY) |
| Name | Bidder # |
| Address | |
| City/State/Zip | |
| Telephone: (Res) (Office) | |
| My Interest is in Tract or Tracts # | |
| BANKING INFORMATION | |
| Check to be drawn on: (Bank Name) | |
| City, State, Zip: | |
| Contact: Phone No: | |
| HOW DID YOU HEAR ABOUT THIS A | AUCTION? |
| □ Brochure □ Newspaper □ Signs □ Internet □ Rad | io 🗆 TV 🔲 Friend |
| Other | |
| WOULD YOU LIKE TO BE NOTIFIED OF FU | FURE AUCTIONS? |
| 🗆 Regular Mail 🗖 E-Mail 🛛 E-Mail address: | |
| □ Tillable □ Pasture □ Ranch □ Timber □ Recreat | ional 🛛 Building Sites |
| What states are you interested in? | |
| Note: If you will be bidding for a partnership, corporation or other entity, with you to the auction which authorizes you to bid and sign a Purchase A | |
| I hereby agree to comply with terms of this sale including, but not limited to, premiums, and signing and performing in accordance with the contract if I ar Real Estate and Auction Company, Inc. represents the Seller in this transaction | n the successful bidder. Schrader |
| Signature: | Date: |

Online Auction Bidder Registration 184± Acres • Allen County, Indiana Tuesday, October 29, 2019

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is:

- 2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, October 29, 2019 at 6:00 PM.
- 3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
- 4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
- 5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
- 6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$______. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc. 950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725 Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

- 7. My bank routing number is ______ and bank account number is ______. (This for return of your deposit money). My bank name, address and phone number is:
- 8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
- 9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM**, **Tuesday**, **October 22**, **2019**. Send your deposit and return this form via fax to: 260-244-4431.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

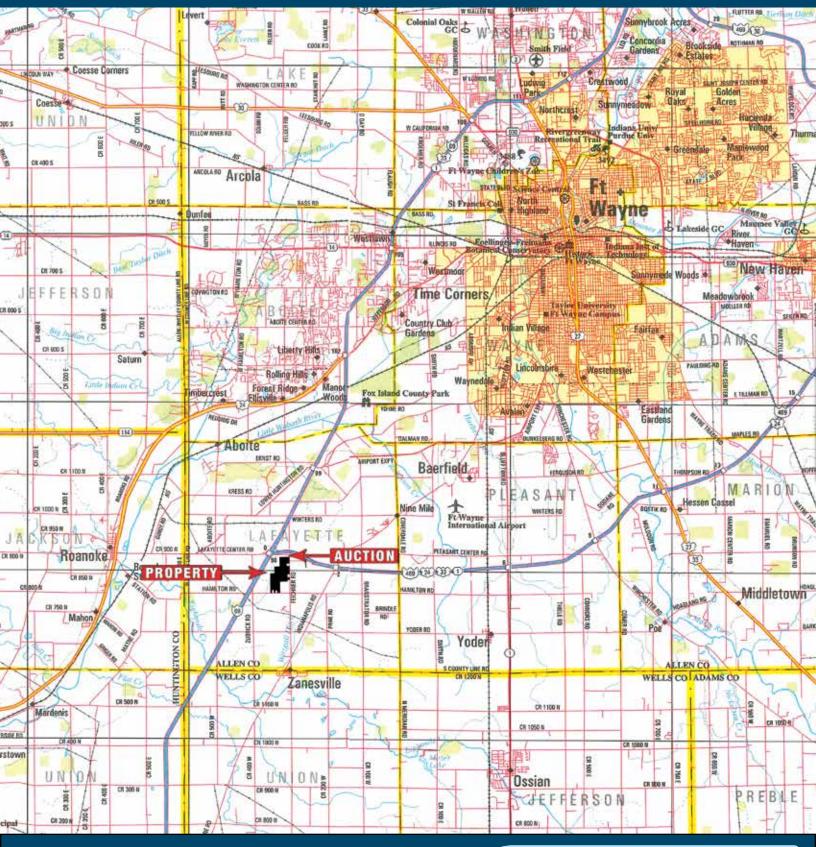
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder:

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to: kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

LOCATION MAP

LOCATION MAP



AUCTION LOCATION: Roanoke Baptist Church, 11015 Lafayette Center Rd, Roanoke, IN. Located on Lafayette Center Rd west of Feighner Rd. Just north of property.

PROPERTY LOCATION: From Zanesville travel north on Feighner Rd 2.5 miles. From I-469 take Exit 1 (Lafayette Center Rd) southwest along Tom Worrel Rd to property. 80

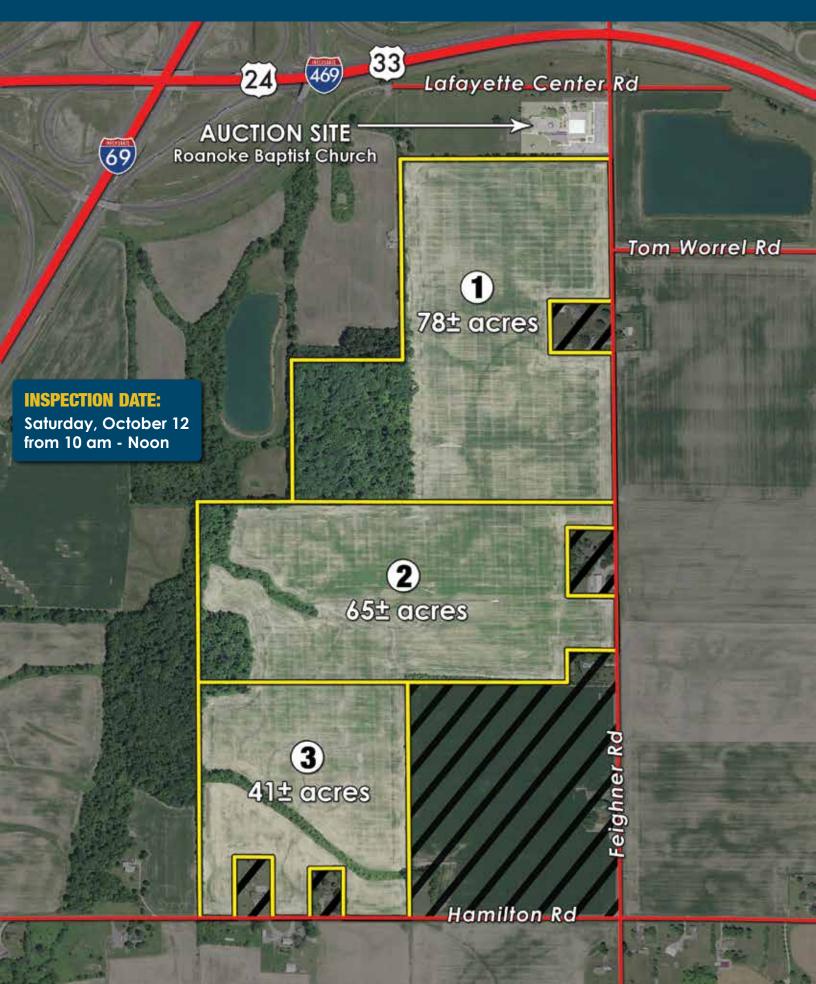
ONLINE BIDDING AVAILABLE

You may bid online during the auction at **www.** schraderauction.com. You **must be registered One** Week in Advance of the Auction to bid online. For online bidding information, call Schrader Auction Co.

800.451.2709 • SchraderAuction com



TRACT MAP



TRACT MAP TRACT 1



TRACT MAP TRACT 2



TRACT MAP TRACT 3



TRACT DESCRIPTIONS

ILLABLE & WOODED



TRACT 1: 78± acres with approx. 1,845 feet frontage on Feighner Rd. 62± tillable acres. Soils are Blount, Pewamo & Glynwood. 15± acres of woods.

TRACT 2: 65± acres with approx. 500 feet of frontage on Feighner Rd. 58± tillable acres. Soils are Blount, Pewamo & Glynwood. 5± acres of woods.

TRACT 3: 41± acres with 870± feet of frontage on Hamilton Rd. 39± acres tillable. Soils are Glynwood, Blount, Shoals & Pewamo.

OWNER: Freiburger Farms LLC









AUCTION TERMS & CONDITIONS

PROCEDURE: The property will be offered in 3 individual tracts, any combination of tracts and as a total 184± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

EVIDENCE OF TITLE: Seller shall provide an owner's title insurance policy in the amount of the purchase price.

DEED: Seller shall provide Warranty Deed(s). **CLOSING:** The balance of the real estate purchase price is due at closing, which will take place approximately 15 days after insurable title is presented. **POSSESSION:** Possession is at closing, subject to rights of the current tenants.

REAL ESTATE TAXES: Real estate taxes will be prorated to date of closing. Buyer(s) shall assume any taxes thereafter.

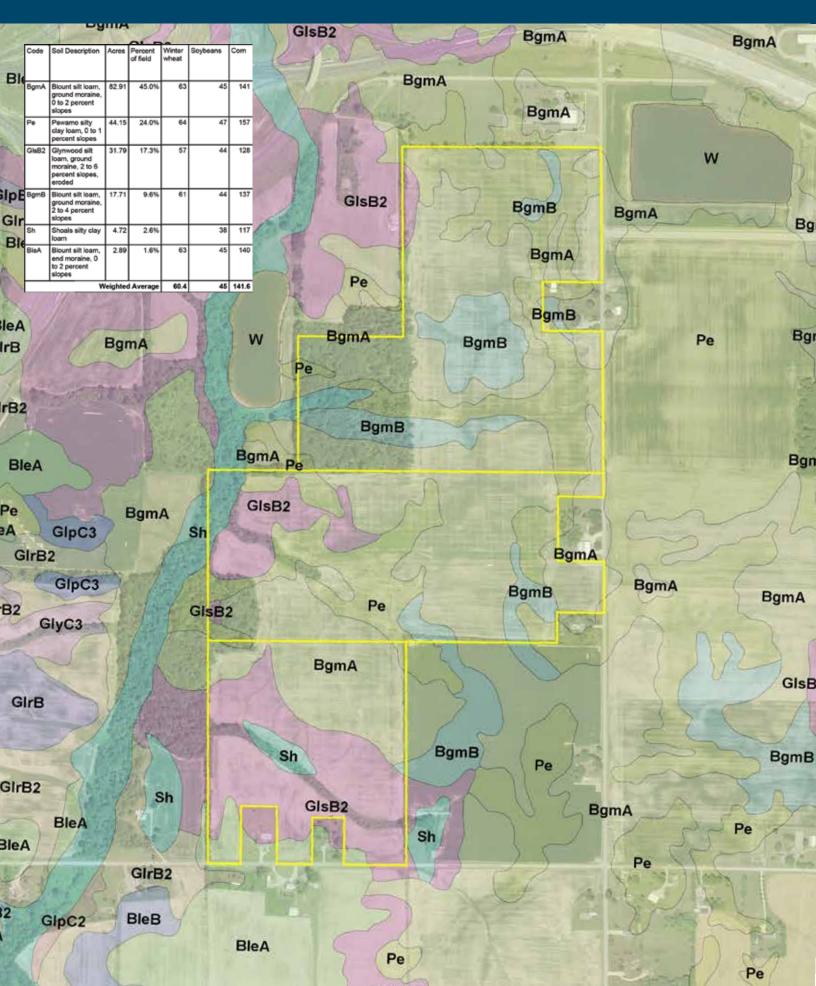
PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale. ACREAGE: All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos. SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only. AGENCY: Schrader Real Estate & Auction

Company, Inc. and its representatives are exclusive agents of the Seller. **DISCLAIMER AND ABSENCE OF WARRANTIES:**

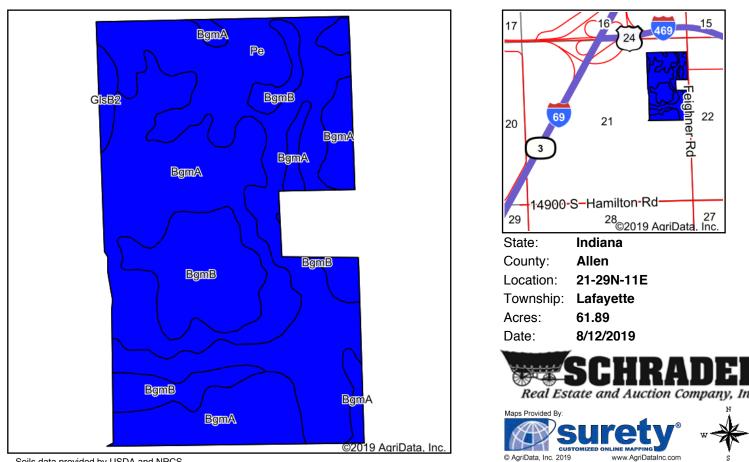
All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.



SOILS MAP



SOILS MAP TRACT 1 - TILLABLE

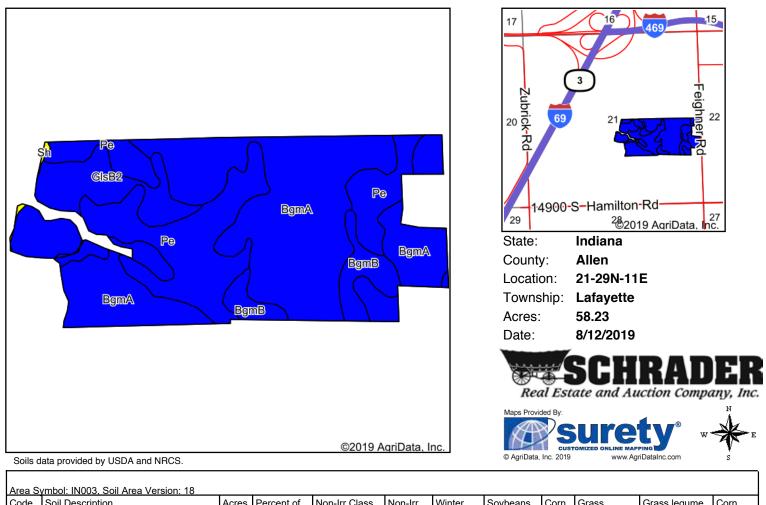


Soils data provided by USDA and NRCS.

| Area Sv | vmbol: IN003. Soil Area Version: 18 | | | | | | | | | |
|------------------|---|-------|---------------------|-------------------------|------------------|-----------------|----------|------|---------------------|-------------------------|
| | Soil Description | Acres | Percent of field | Non-Irr Class Legend | Non-Irr Class | Winter wheat | Soybeans | Corn | Grass legume hay | Grass legume pasture |
| BgmA | Blount silt loam, ground moraine, 0 to 2 percent slopes | 27.30 | 44.1% | | llw | 63 | 45 | 141 | 5 | 9 |
| Pe | Pewamo silty clay loam, 0 to 1 percent slopes | 22.77 | 36.8% | | llw | 64 | 47 | 157 | 5 | 11 |
| BgmB | Blount silt loam, ground moraine, 2 to 4 percent slopes | 10.91 | 17.6% | | lle | 61 | 44 | 137 | 5 | 9 |
| GlsB2 | Glynwood silt loam, ground moraine, 2 to 6 percent slopes, eroded | 0.91 | 1.5% | | lle | 57 | 44 | 128 | 4 | 8 |
| Weighted Average | | | | | | | 45.5 | 146 | 5 | 9.7 |

Soils data provided by USDA and NRCS.

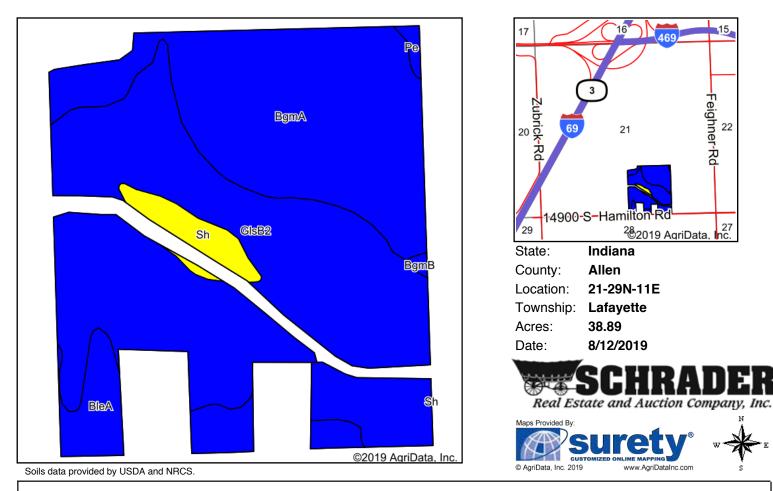
SOILS MAP TRACT 2 - TILLABLE



| | | | | | d Average | 62.3 | 45.4 | 143.7 | 4.9 | 9.4 | |
|-------|---|-------|---------------------|-------------------------|------------------|-----------------|----------|-------|---------------------|-------------------------|----------------|
| Sh | Shoals silty clay loam | 0.14 | 0.2% | | IVw | | 38 | 117 | | | 20 |
| BgmB | Blount silt loam, ground moraine, 2 to 4 percent slopes | 3.66 | 6.3% | | lle | 61 | 44 | 137 | 5 | 9 | |
| GlsB2 | Glynwood silt loam, ground moraine, 2 to 6 percent slopes, eroded | 7.21 | 12.4% | | lle | 57 | 44 | 128 | 4 | 8 | |
| Pe | Pewamo silty clay loam, 0 to 1 percent slopes | 16.78 | 28.8% | | llw | 64 | 47 | 157 | 5 | 11 | |
| BgmA | Blount silt loam, ground moraine, 0 to 2 percent slopes | 30.44 | 52.3% | | llw | 63 | 45 | 141 | 5 | 9 | |
| Code | Soil Description | Acres | Percent of field | Non-Irr Class Legend | Non-Irr Class | Winter wheat | Soybeans | Corn | Grass legume hay | Grass legume pasture | Corn silage |

Soils data provided by USDA and NRCS.

SOILS MAP TRACT 3 - TILLABLE

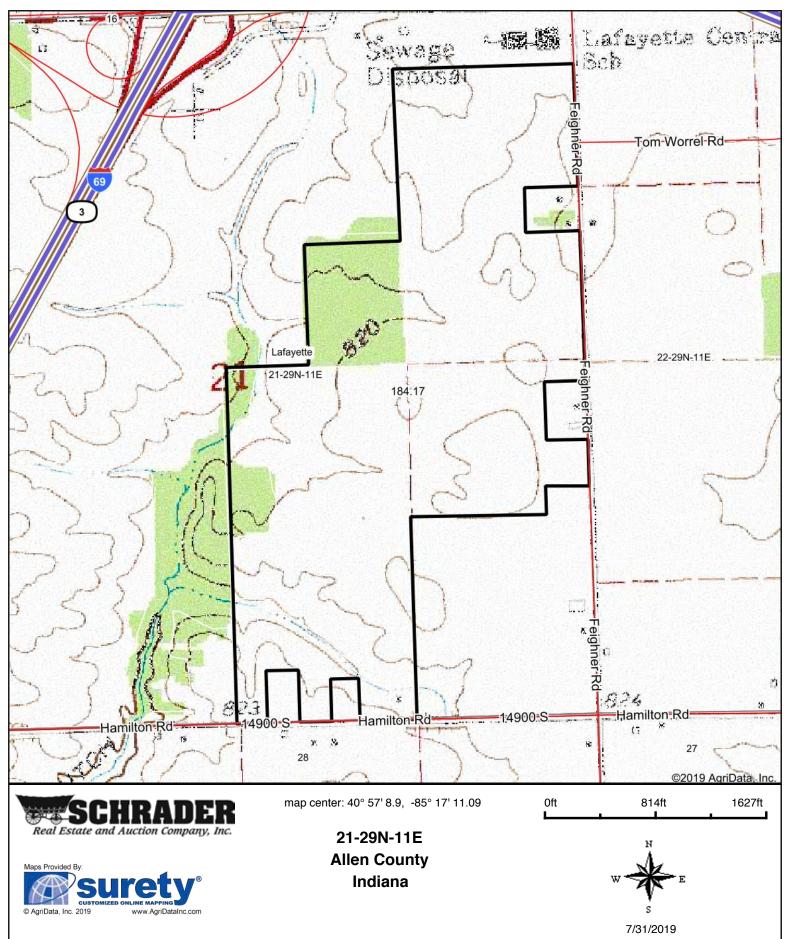


| Area S | ymbol: IN003, Soil Area Version: 18 | | | | | | | | | | |
|--------|---|-------|---------------------|-------------------------|------------------|-----------------|----------|-------|---------------------|-------------------------|----------------|
| Code | Soil Description | Acres | Percent of field | Non-Irr Class Legend | Non-Irr Class | Winter wheat | Soybeans | Corn | Grass legume hay | Grass legume pasture | Corn silage |
| GlsB2 | Glynwood silt loam, ground moraine, 2 to 6 percent slopes, eroded | 21.26 | 54.7% | | lle | 57 | 44 | 128 | 4 | 8 | |
| BgmA | Blount silt loam, ground moraine, 0 to 2 percent slopes | 13.30 | 34.2% | | llw | 63 | 45 | 141 | 5 | 9 | |
| BleA | Blount silt loam, end moraine, 0 to 2 percent slopes | 2.79 | 7.2% | | llw | 63 | 45 | 140 | 5 | 9 | |
| Sh | Shoals silty clay loam | 1.26 | 3.2% | | IVw | | 38 | 117 | | | 20 |
| Pe | Pewamo silty clay loam, 0 to 1 percent slopes | 0.19 | 0.5% | | llw | 64 | 47 | 157 | 5 | 11 | |
| BgmB | Blount silt loam, ground moraine, 2 to 4 percent slopes | 0.09 | 0.2% | | lle | 61 | 44 | 137 | 5 | 9 | |
| | | | | Weighte | d Average | 57.7 | 44.2 | 133.1 | 4.3 | 8.2 | 0.6 |

Soils data provided by USDA and NRCS.

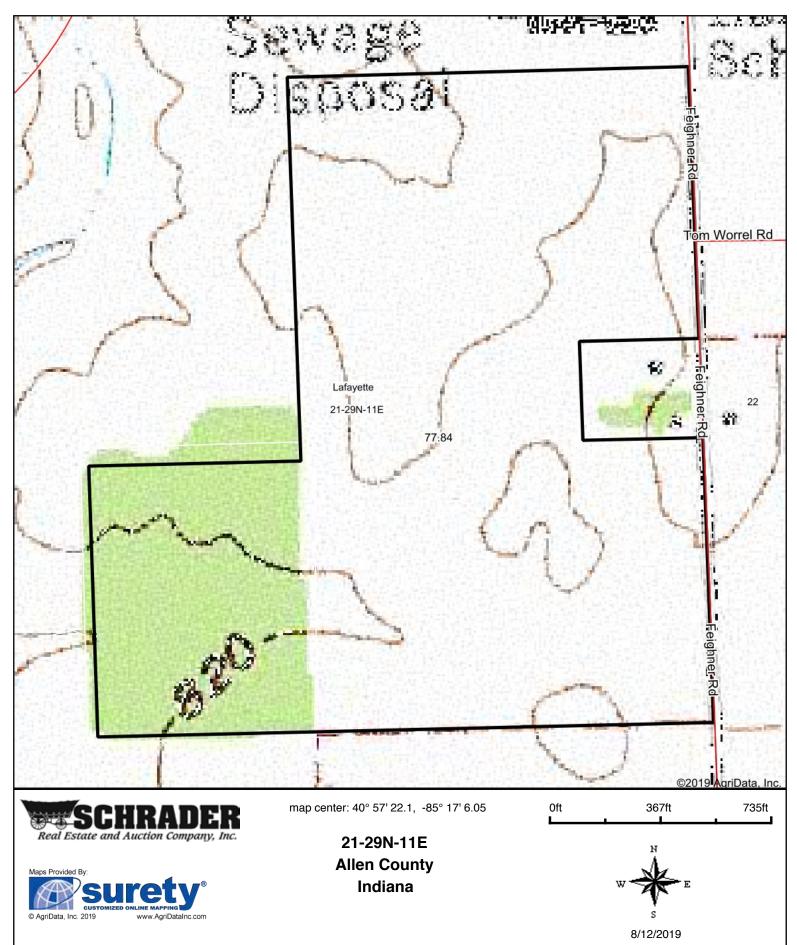
TOPOGRAPHY MAPS

TOPOGRAPHY MAP



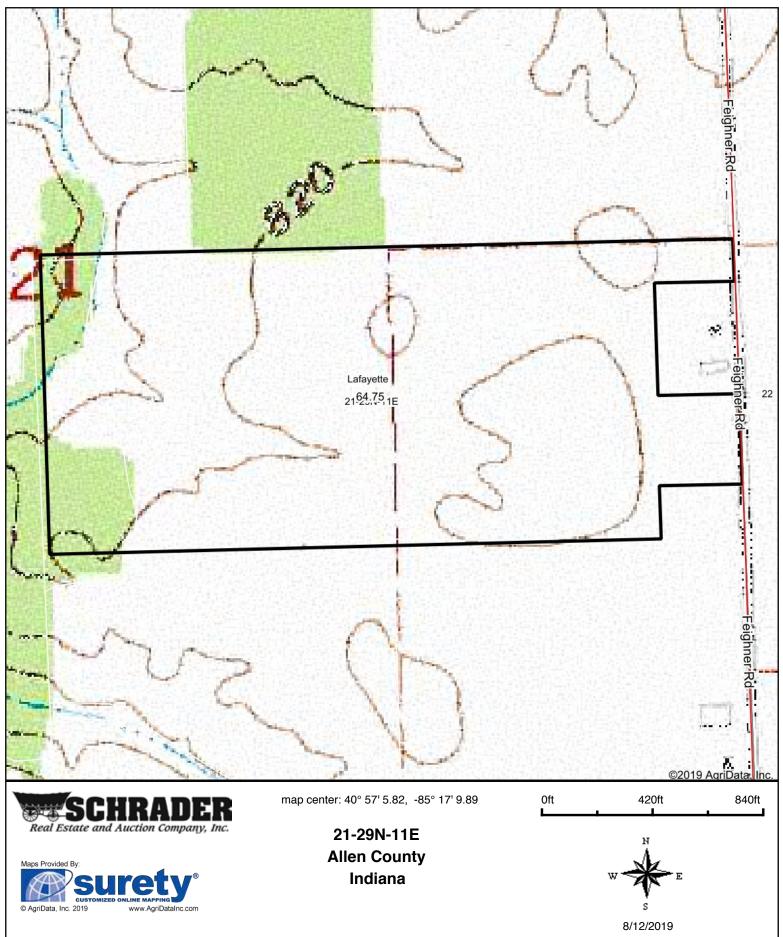
Field borders provided by Farm Service Agency as of 5/21/2008

TOPOGRAPHY MAP TRACT 1



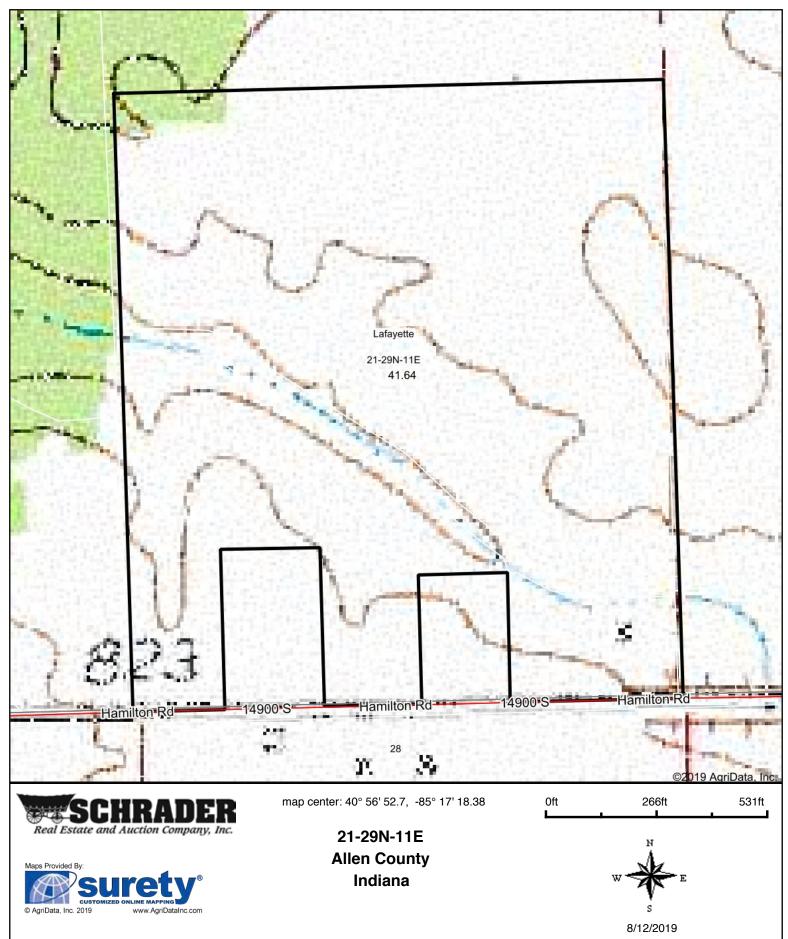
Field borders provided by Farm Service Agency as of 5/21/2008.

TOPOGRAPHY MAP TRACT 2



Field borders provided by Farm Service Agency as of 5/21/2008

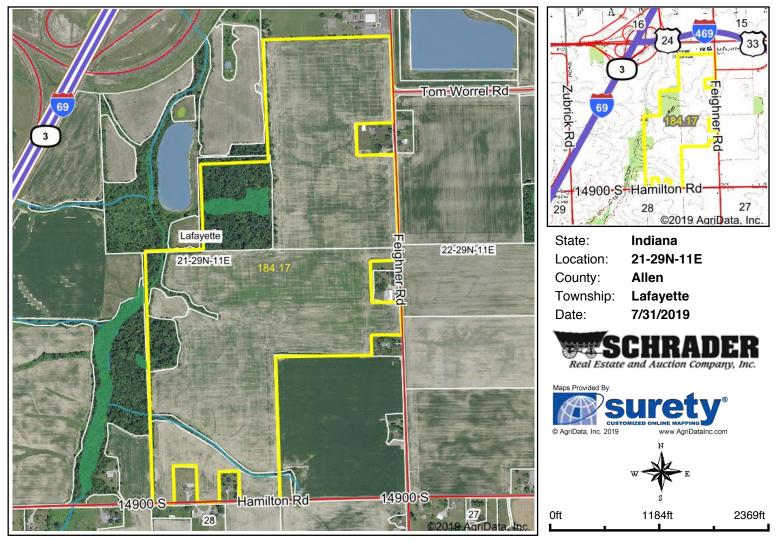
TOPOGRAPHY MAP TRACT 3



Field borders provided by Farm Service Agency as of 5/21/2008.

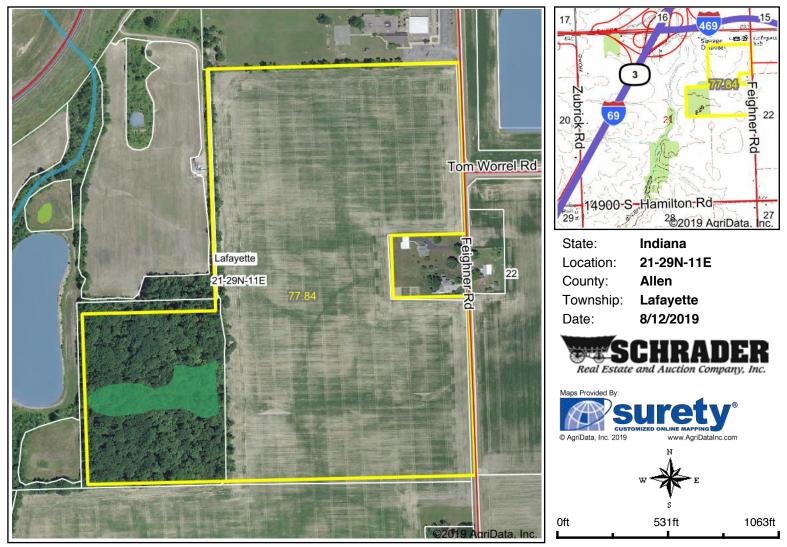
WETLANDS MAPS

WETLANDS MAP



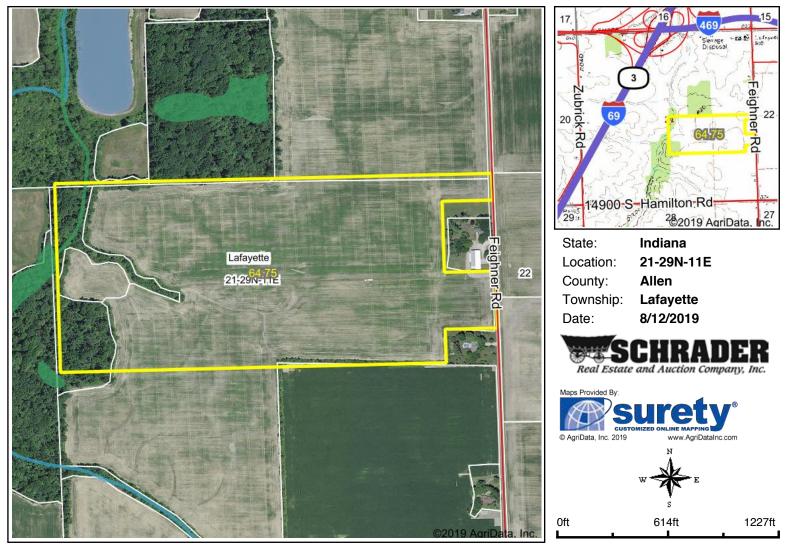
| | Classification Code | Туре | Acres |
|---|---------------------|-----------------------------------|-------|
| | PFO1A | Freshwater Forested/Shrub Wetland | 3.03 |
| | R4SBC | Riverine | 0.69 |
| Γ | | Total Acres | 3.72 |

WETLANDS MAP TRACT 1



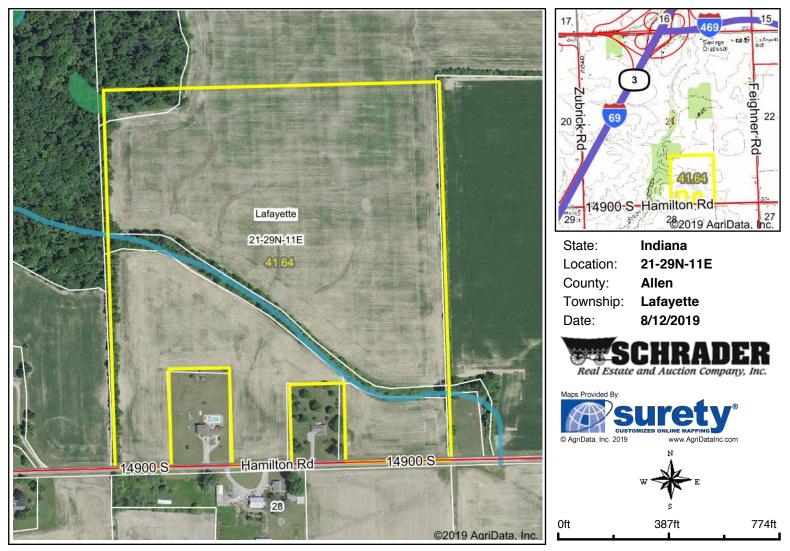
| Γ | Classification Code | Туре | Acres |
|---|---------------------|-----------------------------------|-------|
| | PF01A | Freshwater Forested/Shrub Wetland | 2.78 |
| | | Total Acres | 2.78 |

WETLANDS MAP TRACT 2



| | Classification Code Type | | | |
|---|--------------------------|-----------------------------------|------|--|
| | PF01A | Freshwater Forested/Shrub Wetland | 0.22 | |
| Γ | | Total Acres | 0.22 | |

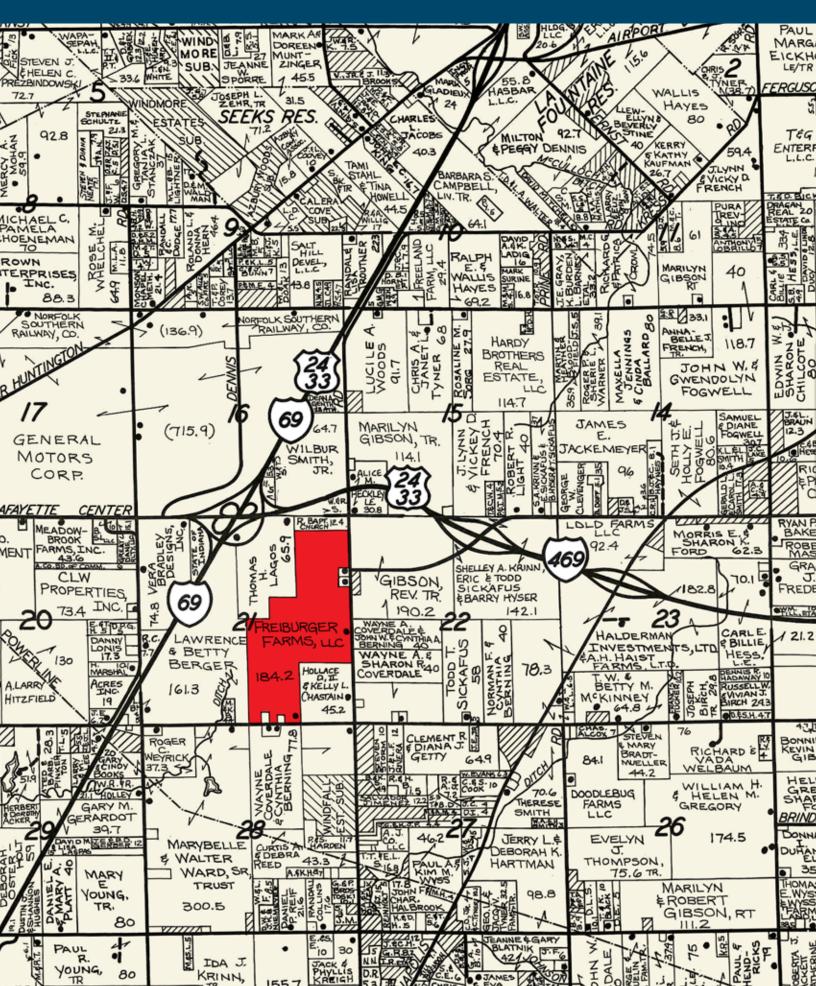
WETLANDS MAP TRACT 3



| Classification Code | Туре | Acres |
|---------------------|-----------------------------------|-------|
| R4SBC | Riverine | 0.69 |
| PFO1A | Freshwater Forested/Shrub Wetland | 0.03 |
| | Total Acres | 0.72 |







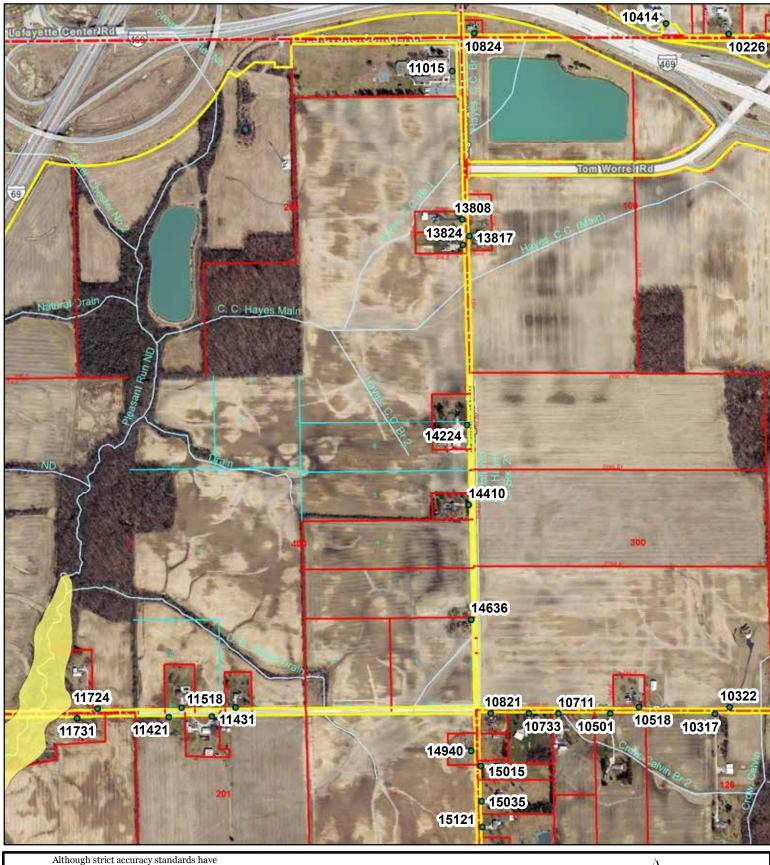
COUNTY INFORMATION

COUNTY **INFORMATION** PROPERTY CARD

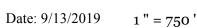
| 02-16-21-200-006.000-048 | Freiburger Farı | Farms LLC | 13816 FEICHNER RD | er Rd | 100, Vacant Land | Land | | Ag/Rural Re |
|--------------------------|---|--|---------------------------------|---------------------|-----------------------|-----------------|--|-------------|
| General Information | OWI | Ownership | | Tra | Transfer of Ownership | þ | | |
| Parcel Number | Freiburger Farms LLC | ILC | Date Owner | her | Doc ID Cod | e Book/Page A | Doc ID Code Book/Page Adj Sale Price V/I | |
| 02-16-21-200-006.000-048 | 14410 Feighner Rd | Q | 01/01/2011 Freiburger Farms LLC | ourger Farms LLC | MD | | \$0 | |
| Local Parcel Number | Touer, IN 40/90 | | 06/18/1999 FRE | FREIBURGER PHILIP | O VD | D 99-/5532 | 1 0\$ | |
| 17-0021-0001 | | | 01/01/1900 FRE | FREIBURGER PHILIP | MD | | 1 0\$ | |
| Tax ID: | - | Legal | | | | | | |
| Routing Number | NE 1/4 Sec 21 Ex Tracts & Logans Partition Ex Tracts | NE 1/4 Sec 21 Ex Tracts & R/W & Lots 5 thru 11 Logans Partition Ex Tracts | | | | | | |
|) | | | | | | | | |
| Property Class 100 | | | | | Agricultural | ltural | | |
| | Val | Valuation Records (Work In Progress values are not certified values and are subject to change) | In Progress value | es are not certifie | ed values and are | subject to chan | ge) | |
| Year: 2019 | 2019 | 2019 Assessment Year | 2019 | 2018 | 2017 | 2016 | 2015 | |
| Location Information | WIP | WIP Reason For Change | AA | AA | AA | AA | AA | |
| County | 02/13/2019 As Of Date | As Of Date | 03/15/2019 | 03/20/2018 | 03/18/2017 | 04/30/2016 | 05/20/2015 | |

| Property Class 100 | | | | | | | Aaric | Agricultural | | | | | |
|-------------------------------|------------------|---------------------|-----------|-----------------------------|---|------------|------------------------|------------------|-----------------|------------------|-------------|------------------------|-----------|
| Vacant Land | | | | | | ies point | | | | | Ì | | |
| Year: 2019 | | | OTK | rogress valu | n Progress values are not certified values and are subject to change, | | ues and are | : subject 1 | o chang | | L | | |
| | 2019 | | ar | 50.18 | 20.18 | 2 | 11.02 | | 01.NZ | N | G1.07 | | |
| Location Information | WIP | Reason For Change | nge | AA | 4 | AA | AA | | AA | | AA | | |
| County | 02/13/2019 | As Of Date | | 03/15/2019 | 03/20/2018 | 18 | 03/18/2017 | 04/3 | 04/30/2016 | 05/20/2015 | 015 | | |
| Allen | Indiana Cost Mod | Valuation Method | | Indiana Cost Mod | Indiana Cost Mod | | Indiana Cost Mod | Indiana Cost Mod | ost Mod | Indiana Cost Mod | Mod | | |
| Township | 1.0000 | Equalization Factor | ctor | 1.0000 | 1.0000 | 00 | 1.0000 | | 1.0000 | 1.0 | 1.0000 | | |
| LAFAYETTE TOWNSHIP | | Notice Required | | > | | _ | | | | | | | |
| District 048 (Local 017) | \$217.100 | Land | | \$217.100 | \$224.100 | 0 | \$257.500 | \$2 | \$272.700 | \$285.500 | 200 | | |
| 048 LAFAYETTE (17) | 0\$ | Land Res (1) | | \$0\$ | | 202 | \$0 | | \$0 | | \$0 | | |
| School Corn 0125 | \$217,100 | Land Non Res (2) | 2) | \$217,100 | \$224,100 | 00 | \$257,500 | \$2 | \$272,700 | \$285,500 | 500 | | |
| | \$0 | | 3) | \$0 | | \$0 | \$0 | | \$0 | | \$0 | | |
| | \$0 | - | | \$0 | | \$0 | \$0 | | \$0 | | \$0 | | |
| Neighborhood 481005-048 | \$0 | | | \$0 | 0,7 | 20 | \$0 | | \$0 | | \$0 | | |
| Ag/Rural Res Homesites 01-048 | \$0 | Imp Non Res (2) | | \$0 | | \$0 | \$0 | | \$0 | | \$0 | | |
| Section/Plat | \$0 | | | \$0 | | \$0 | \$0 | | \$0 | | \$0 | | |
| 3601011/181 0021 | \$217,100 | | | \$217,100 | \$224,100 | 8 | \$257,500 | \$2 | \$272,700 ** | \$285,500 #0 | 200 900 | I and Commutativ | |
| | 0\$ | Total Kes (1) | 6 | 0\$ | | 0.0 | | é | 0 4 0 0 | LOCO | | | SUC |
| | 001. 11.74 | | () V | 001.'/I.Z¢ | \$224,100 | 8 | 000,1024 | Z¢ | \$Z/Z'/00 | 000,024 | | Calculated Acreage | 184.23 |
| 13816 FEICHNER RD | | I OTAL NON KES | | D¢ | ·· | 2 | D¢ | | D¢ | | < ₽ ₽ | Actual Frontage | 0 |
| YODER, IN 46783 | | Land Data (Stand | 1.12 | rd Depth: Res 120', CI 120' | | Base Lot | Base Lot: Res 0' X 0', | CI 0' X | | | | Developer Discount | |
| 7 | | | Size | Factor | Rate | Adj. | | Infl. % Tis | Res Market | | Value P | Parcel Acreage | 184.23 |
| zoning | Iype Method ID | D Front. | | | | | | | <u> </u> | | | 81 Legal Drain NV | 10.63 |
| | 4 A | BMA 0 | 96.12 | 0.89 | \$1,560 \$ | \$1,388 \$ | \$133,415 | %0 | 0% 1.0 | 1.0000 \$133,410 | | 82 Public Roads NV | 1 33 |
| Subdivision | 4 A A | BMB 0 | 14.68 | 0.89 | \$1,560 \$ | \$1,388 | \$20,376 | %0 | 0% 1.(| 1.0000 \$20 | \$20,380 8 | 83 LIT Towers NV | 00.0 |
| | 4 A | MRB2 0 | 26.56 | 0.77 | \$1,560 \$ | \$1,201 | \$31,899 | %0 | 0% 1.(| .0000 \$31 | \$31,900 a | 0 Homesite | 00.0 |
| Lot | | | 14.62 | | \$1,560 \$ | | \$25,322 | %0 | - | .0000 \$25 | | 01/07 Acres | 00.0 |
| | | SH 0 | 0 | 1.11 | \$1,560 \$ | \$1,732 | \$346 | %0 | - | 0000 | \$350 T | Fotal Acres Farmland | 172 27 |
| Market Model | | SH 0 | .24 | | \$1,560 \$ | \$1,732 | \$416 - | -80% | - | | | Farmland Value | \$217.060 |
| N/A | | BMA 0 | 13.05 | 0.89 | \$1,560 \$ | \$1,388 | \$18,113 - | -80% | 0% 1.(| .0000 | \$3,620 N | Measured Acreage | 172.27 |
| Characteristics | | BMB 0 | 2.5 | 0.89 | \$1,560 \$ | \$1,388 | \$3,470 - | -80% | 0% 1.0 | 0000 | | Avg Famland Value/Acre | 1260 |
| Topography Flood Hazard | 6 A | PE 0 | 2.62 | 1.11 | \$1,560 \$ | \$1,732 | \$4,538 - | -80% | 0% 1.0 | 0000 | \$910 V | Value of Farmland | \$217,060 |
| | 6 A | MRB2 0 | 1.68 | 0.77 | \$1,560 \$ | \$1,201 | \$2,018 - | -80% | 0% 1.0 | 0000.1 | \$400 C | Classified Total | \$0 |
| Public Utilities ERA | 81 A | 0 | 10.63 | 1.00 | | | | -100% | | 0000 | \$00 F | Farm / Classifed Value | \$217,100 |
| Electricity | | PORO 0 | 1 33 | | | | | -100% | Ì | 1 0000 | _ | Homesite(s) Value | \$0 |
| Streets or Roads TIF | - 70 | | <u>.</u> | | | 2000 | | ~ ~ ~ | | 000 | | 91/92 Value | \$0 |
| Paved | | | | | | | | | | | S | Supp. Page Land Value | |
| Neighborhood Life Cycle Stage | | | | | | | | | | | 0 | CAP 1 Value | \$0 |
| Other | | | | | | | | | | | 0 | CAP 2 Value | \$217,100 |
| 5 | | | | | | | | | | | 0 | CAP 3 Value | \$0 |
| Review Group 2019 | Data Source N/A | | Collector | | | | Appraiser | | | | - | Total Value | \$217,100 |
| | | | | | | | | | | | | | |

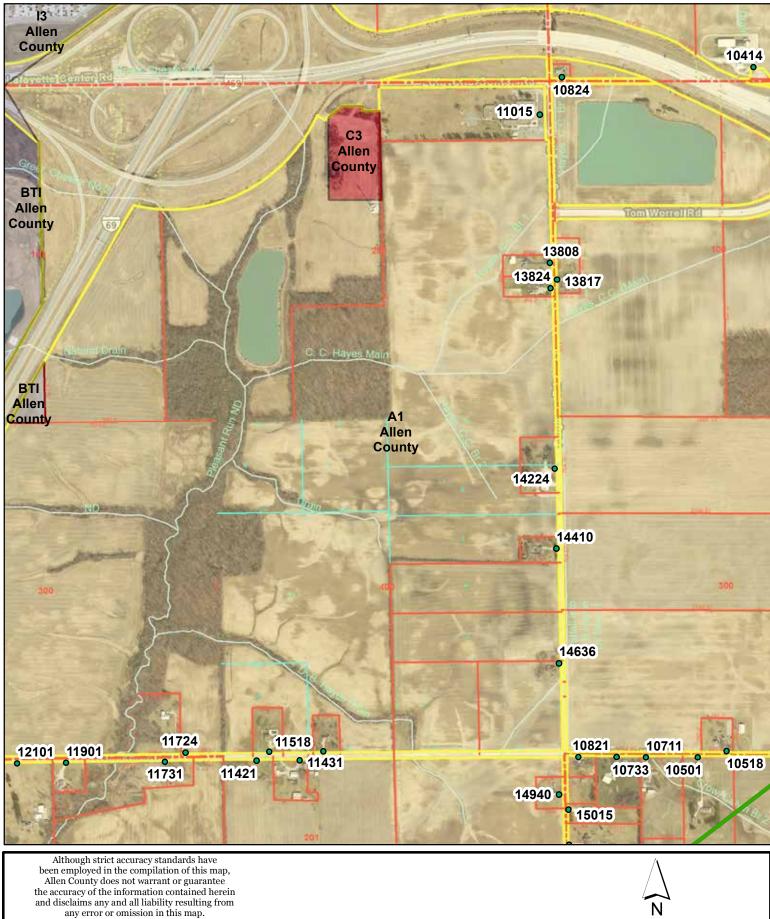
COUNTY INFORMATION FLOOD AND DRAIN MAP



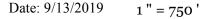
Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map. © 2004 Board of Commissioners of the County of Allen North American Datum 1983 State Plane Coordinate System, Indiana East



COUNTY INFORMATION ZONING MAP



 any error or omission in this map.
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 State Plane Coordinate System, Indiana East



INDIANA WELLS

WELLS

Form: FSA-156EZ

USDA United States Department of Agriculture Farm Service Agency FARM: 7400 Prepared: Aug 14, 2019 Crop Year: 2019

See Page 2 for non-discriminatory Statements

| Abbreviated | 156 Farn | n Record |
|-------------|----------|----------|
|-------------|----------|----------|

| Operator Name | : | |
|--------------------------------|---|---|
| Farms Associated with Operator | 1 | 18-179-1631, 18-179-1632, 18-179-1929, 18-179-3562, 18-179-4613, 18-179-4614, 18-179-6208, 18-179-6534, 18-179-6810, 18-179-7133, 18-179-7148, 18-179-7152, 18-179-7153, 18-179-7400, 18-179-7479, 18-179-7514, 18-179-7700, 18-179-7701, 18-179-7861 |
| CRP Contract Number(s) | 1 | None |
| Recon ID | : | None |
| ARCPLC G/I/F Eligibility | : | Eligible |

| Farmland | Cropland | DCP Cropland | WBP | WRP | CRP | GRP | Sugarcane | Farm Status | Number Of Tracts |
|-----------------------|-----------------------|---------------------------|----------|---------|------|------------------|-----------|-------------------------|------------------------------|
| 187.82 | 158.60 | 158.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | Active | 1 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double (| Cropped | MPL | Acre Election | EWP | DCP Ag.Rel. Activity | Broken From Native Sod |
| 0.00 | 0.00 | 158.60 | 0. | 00 | 0.00 | | 0.00 | 0.00 | 0.00 |

| | Crop Election Choice | |
|----------------|----------------------|---------------------|
| ARC Individual | ARC County | Price Loss Coverage |
| None | CORN, SOYBN | None |

| | | DCP Crop Data | | | |
|-----------|------------|--------------------------------|------------|-----------|-----|
| Crop Name | Base Acres | CCC-505 CRP Reduction Acres | CTAP Yield | PLC Yield | HIP |
| Com | 72.44 | 0.00 | 0 | 148 | |
| Soybeans | 84.16 | 0.00 | 0 | 40 | |
| TOTAL | 156.60 | 0.00 | | | |

NOTES

| Tract Number | 1 | 8166 |
|------------------------|---|--|
| Description | : | B12/1B LAFAYETTE TWP SEC 21 WEST OF FEICHNER RD |
| FSA Physical Location | 4 | INDIANAVALLEN |
| ANSI Physical Location | 3 | INDIANA/ALLEN |
| BIA Unit Range Number | ÷ | |
| HEL Status | 1 | NHEL: No agricultural commodity planted on undetermined fields |
| Wetland Status | | Wetland determinations not complete |
| WL Violations | ÷ | None |
| Owners | : | FREIBURGER FARMS LLC |
| Other Producers | 3 | None |
| Recon ID | 3 | None |

| | | | Tract Land Dat | 8 | | | |
|--------------------|-----------------------|------------------------|--------------------------------|------|------------|-------------------------|---------------------------|
| Farm Land | Cropland | DCP Cropland | WBP | WRP | CRP | GRP | Sugarcane |
| 187.82 | 158.60 | 158.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| State Conservation | Other Conservation | Effective DCP Cropland | Double Cropped | MPL | EWP | DCP Ag. Rel Activity | Broken From Native Sod |
| 0.00 | 0.00 | 158.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | DCP Crop Data | 1 | 1000 | Protection and | |
| Crop Name | | Base Acres | CCC-505 CRP Reduction Acres | ě | CTAP Yield | PLC | Yield |

INDIANA

WELLS

Form: FSA-156EZ



United States Department of Agriculture Farm Service Agency

FARM: 7400

Prepared : Aug 14, 2019 Crop Year : 2019

Abbreviated 156 Farm Record

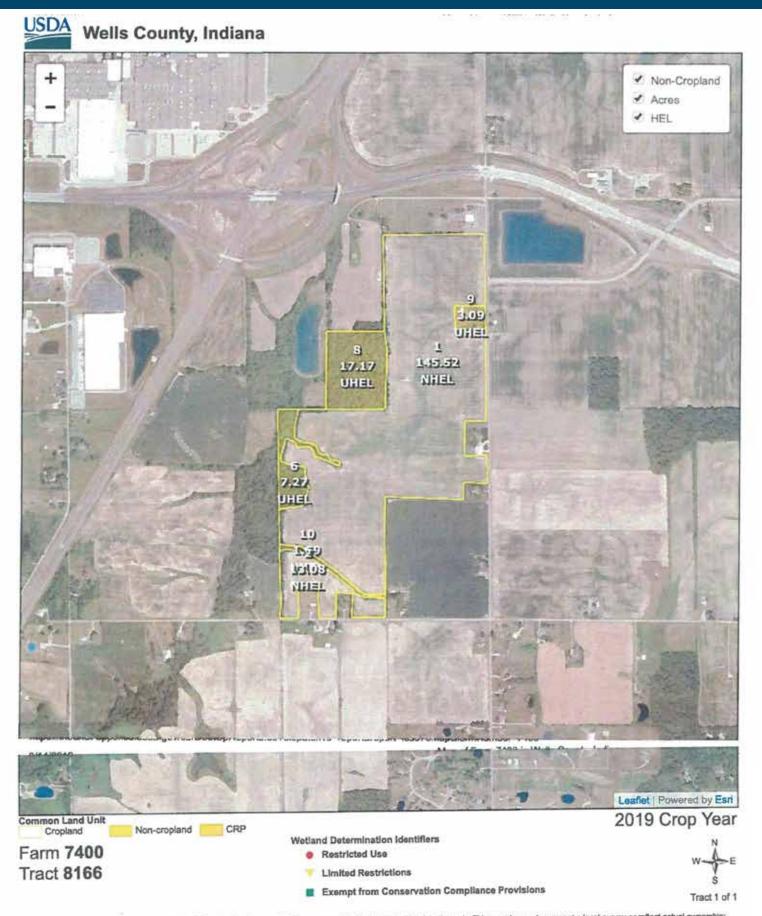
| Corn | 72.44 | 0.00 | 0 | 148 |
|----------|-------|------|---|-----|
| Soybeans | 84.18 | 0.00 | 0 | 40 |

NOTES

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To file a program discrimination complete the USDA Program Discrimination Complete Form, AD-3027, found online at <u>http://www.sscr.usde.gov/complamt_files_cust.html</u> and at any USDA office or write a lefter addressed to USDA and provide in the lefter all of the information requested in the form. To request a copy of the complete form, call (865) 632-9992. Sobmit your completed form or lefter to USDA by (1) triall U.S. Department of Agriculture Diffice of the Assistant Secretary for Civil Rights 1400 independence Avenue. SW Westington, D.C. 20250-9410, (2) fax (202) 690-7442, or (3) e-mail program intake@uicde.gov_USDA is an equal opportunity provider, employer and lender



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TAX INFORMATION

Feighner Rd Roanoke, IN 46783





Property

Information

Tax Year/Pay Year 2018 / 2019

Parcel Number 02-16-21-200-006.000-048

Property Type Real

Tax Unit / Description 48 - Lafayette Mortgage Company no data

Tif no data

Provide Electronic Billing?

Duplicate Number 1956479

Property Class AGRICULTURAL - VACANT LAND

Owner of Record Freiburger Farms LLC

Mailing Address 14410 Feighner Rd Yoder, IN 46798 Homestead Credit Filed? No

Over 65 Circuit Breaker? No

Homestead no data

PTRC Bus / Res 0 / 0

Legal Description

Not to be used on legal documents

Legal Description

NE 1/4 Sec 21 Ex Tracts & R/W & Lots 5 thru 11 Logans Partition Ex Tracts

Section 0021

Township 0016

Range no data

184.23 Lot Number

Parcel Acres

no data

Block / Subdivision no data

Billing

Current Account Balance

\$0.00

Billing Details

| | Tax Bill | Adjustments | Balance |
|---------------------|------------|-------------|------------|
| Spring Tax: | \$1,838.62 | \$0.00 | \$1,838.62 |
| Spring Penalty: | \$0.00 | \$0.00 | \$0.00 |
| Spring Annual: | \$0.00 | \$0.00 | \$0.00 |
| Fall Tax: | \$1,838.62 | \$0.00 | \$1,838.62 |
| Fall Penalty: | \$0.00 | \$0.00 | \$0.00 |
| Fall Annual: | \$0.00 | \$0.00 | \$0.00 |
| Delq NTS Tax: | \$0.00 | \$0.00 | \$0.00 |
| Delq NTS Pen: | \$0.00 | \$0.00 | \$0.00 |
| Delq TS Tax: | \$0.00 | \$0.00 | \$0.00 |
| Delq TS Pen: | \$0.00 | \$0.00 | \$0.00 |
| Other Assess: | \$15.78 | \$0.00 | \$15.78 |
| Late Fine: | \$0.00 | \$0.00 | \$0.00 |
| 20% Penalty: | \$0.00 | \$0.00 | \$0.00 |
| Demand Fee: | \$0.00 | \$0.00 | \$0.00 |
| Jdg Tax/Pen/Int: | \$0.00 | \$0.00 | \$0.00 |
| Judgement Fee: | \$0.00 | \$0.00 | \$0.00 |
| Advert Fee: | \$0.00 | \$0.00 | \$0.00 |
| Tax Sale Fee: | \$0.00 | \$0.00 | \$0.00 |
| NSF Fee: | \$0.00 | \$0.00 | \$0.00 |
| Certified to Court: | \$0.00 | \$0.00 | \$0.00 |

| | Tax Bill | Adjustments | Balance |
|--------------------|----------|-------------|------------|
| LIT Credits: | \$210.44 | \$0.00 | \$210.44 |
| PTRC: | \$0.00 | \$0.00 | \$0.00 |
| HMST Credit: | \$0.00 | \$0.00 | \$0.00 |
| Circuit Breaker: | \$0.00 | \$0.00 | \$0.00 |
| Over 65 CB: | \$0.00 | \$0.00 | \$0.00 |
| Tax and Penalty: | \$0.00 | \$0.00 | \$3,677.24 |
| Other Assess (+): | \$0.00 | \$0.00 | \$15.78 |
| Fees (+): | \$0.00 | \$0.00 | \$0.00 |
| Cert to Court (-): | \$0.00 | \$0.00 | \$0.00 |
| Subtotal: | \$0.00 | \$0.00 | \$3,693.02 |
| Receipts: | \$0.00 | \$0.00 | \$3,693.02 |
| Total Due: | \$0.00 | \$0.00 | \$0.00 |
| Surplus Transfer: | \$0.00 | \$0.00 | \$0.00 |
| Account Balance: | \$0.00 | \$0.00 | \$0.00 |

Tax History

| Pay Year | Spring Amount | Fall Amount | Delinquencies Amount | Total Tax Amount | Payments Amount |
|----------|---------------|-------------|-----------------------------|-------------------------|------------------------|
| 2019 | \$1,854.40 | \$1,838.62 | \$0.00 | \$3,693.02 | \$3,693.02 |
| 2018 | \$2,261.50 | \$2,245.72 | \$0.00 | \$4,507.22 | \$4,507.22 |
| 2017 | \$2,469.30 | \$2,469.30 | \$0.33 | \$4,938.93 | \$4,938.93 |
| 2016 | \$2,584.18 | \$2,568.40 | \$0.02 | \$5,152.60 | \$5,152.28 |
| 2015 | \$2,641.72 | \$2,622.78 | \$0.00 | \$5,264.50 | \$5,264.50 |
| 2014 | \$2,379.44 | \$2,363.66 | \$0.00 | \$4,743.10 | \$4,743.10 |
| 2013 | \$2,258.34 | \$2,258.34 | \$0.00 | \$4,516.68 | \$4,516.68 |
| 2012 | \$872.14 | \$853.20 | \$0.00 | \$1,725.34 | \$1,725.34 |
| 2011 | \$712.99 | \$694.05 | \$0.00 | \$1,407.04 | \$1,407.04 |

Payments

| Pay Year | Entry Date | Payable Period | Amount Paid | Notes | Property Project |
|----------|------------|----------------|-------------|---------------------------------|-------------------------|
| 2019 | 04/22/2019 | Spring | \$1,838.62 | Lock Box Payment Check Nbr 3167 | No |
| 2019 | 04/22/2019 | Spring | \$1,854,40 | Lock Box Payment Check Nbr 3167 | No |

Tax Overview

Tax Summary

| Tax Summary Item | 2018 | 2019 |
|--|--------------|--------------|
| 1. Gross assessed value of property | | |
| 1a. Gross assessed value of land and improvements | \$0.00 | \$0.00 |
| 1b. Gross assessed value of all other residential property | \$257,500.00 | \$224,100.00 |
| 1c. Gross assessed value of all other property | \$0.00 | \$0.00 |
| 2. Equals total gross assessed value of property | \$257,500.00 | \$224,100.00 |
| 2a. Minus deductions | \$0.00 | \$0.00 |
| 3. Equals subtotal of net assessed value of property | \$257,500.00 | \$224,100.00 |

| Tax Summary Item | 2018 | 2019 |
|---|------------|------------|
| 3a. Multiplied by your local tax rate | 1.8396 | 1.7348 |
| 4. Equals gross tax liability | \$4,736.97 | \$3,887.68 |
| 4a. Minus local property tax credits | (\$245.53) | (\$210.44) |
| 4b. Minus savings due to property tax cap | \$0.00 | \$0.00 |
| 4c. Minus savings due to 65 years & older cap | \$0.00 | \$0.00 |
| 5. Total property tax liability | \$4,491.44 | \$3,677.24 |

Assessed Values

| Description | Assessment Date | Amount | |
|--------------|-----------------|--------------|--|
| Land Value | 03/20/2018 | \$224,100.00 | |
| Improvements | 03/20/2018 | \$0.00 | |

Circuit Breaker Allocations

| Description | Land | Improvement | Total |
|---------------------|--------------|-------------|--------------|
| Homestead: 1% | \$0.00 | \$0.00 | \$0.00 |
| Residential: 2% | \$0.00 | \$0.00 | \$0.00 |
| Non-Residential: 3% | \$0.00 | \$0.00 | \$0.00 |
| Long Term Care: 2% | \$0.00 | \$0.00 | \$0.00 |
| Ag. Non-Res: 2% | \$224,100.00 | \$0.00 | \$224,100.00 |
| Apartment: 2% | \$0.00 | \$0.00 | \$0.00 |
| Mobile: 2% | \$0.00 | | \$0.00 |
| Total: | \$224,100.00 | \$0.00 | \$224,100.00 |

Other Assessments

| Assessment Name | Total Billing |
|--------------------------------|---------------|
| 1619962 - Rebecca Knight Drain | \$15.78 |
| Total Adjustments | Balance |
| \$0.00 | \$15.78 |
| Assessment Detail | |
| | |

| | Billing | Adjustments | Balance |
|----------------|---------|-------------|---------|
| Spring Tax | \$15.78 | \$0.00 | \$15.78 |
| Spring Penalty | \$0.00 | \$0.00 | \$0.00 |
| Spring Annual | \$0.00 | \$0.00 | \$0.00 |
| Fall Tax | \$0.00 | \$0.00 | \$0.00 |
| Fall Penalty | \$0.00 | \$0.00 | \$0.00 |
| Fall Annual | \$0.00 | \$0.00 | \$0.00 |
| Delq NTS Tax | \$0.00 | \$0.00 | \$0.00 |
| Delq NTS Pen | \$0.00 | \$0.00 | \$0.00 |
| Delq TS Tax | \$0.00 | \$0.00 | \$0.00 |
| Delq TS Pen | \$0.00 | \$0.00 | \$0.00 |
| | | | |

Assessment Name

1606660 - Little River Drain

Total Adjustments

Total Billing \$0.00

Balance

\$0.00

\$0.00

Assessment Detail

| | Billing | Adjustments | Balance |
|----------------|---------|-------------|---------|
| Spring Tax | \$0.00 | \$0.00 | \$0.00 |
| Spring Penalty | \$0.00 | \$0.00 | \$0.00 |
| Spring Annual | \$0.00 | \$0.00 | \$0.00 |
| Fall Tax | \$0.00 | \$0.00 | \$0.00 |
| Fall Penalty | \$0.00 | \$0.00 | \$0.00 |
| Fall Annual | \$0.00 | \$0.00 | \$0.00 |
| Delq NTS Tax | \$0.00 | \$0.00 | \$0.00 |
| Delq NTS Pen | \$0.00 | \$0.00 | \$0.00 |
| Delq TS Tax | \$0.00 | \$0.00 | \$0.00 |
| Delq TS Pen | \$0.00 | \$0.00 | \$0.00 |
| | | | |

Exemptions & Deductions

| Description | Amount |
|--------------------|--------|
| no dat | × |
| Total (count of 0) | \$0.00 |

History

Property History

| Event Description | Date | Effective Date | Create Year | Related Property Key | Book | Page | Doc Number |
|--------------------------|------------|----------------|-------------|--------------------------|------|------|------------|
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-200-002.000-048 | | | |
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-400-001.000-048 | | | |
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-400-002.000-048 | | | |
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-400-003.000-048 | | | |
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-400-004.000-048 | | | |
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-400-005.000-048 | | | |
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-400-009.000-048 | | | |
| Combined (Kept) | 07/27/2011 | 07/20/2011 | | 02-16-21-400-012.000-048 | | | |

Transfer History

| Transferred From | Transfer Date | Reference Number | Doc Number | Book | Page |
|-------------------------------------|---------------|------------------|------------|------|------|
| Freiburger Phillip C & Evelyn E Trs | 01/01/2011 | | 2010066130 | | |
| Freiburger Philip C & Evelyn E | 06/18/1999 | 00099-5532 | | | |
| Clark Glenna M | 06/29/1976 | 0j4284 | | | |
| Prior To Tax System | 01/01/1801 | Z18 | | | |



ALTA Commitment for Title Insurance

ISSUED BY

Metropolitan Title of Indiana, LLC

File No: 4035-124825

COMMITMENT FOR TITLE INSURANCE

Issued By

Metropolitan Title of Indiana, LLC

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Alfren

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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| Form 5032018 (2-16-18) | Page 1 of 12 | ALTA Commitment for Title Insurance (8-1-16) Indiana |
|------------------------|--------------|---|
| | | |

COMMITMENT CONDITIONS

1. DEFINITIONS

. . .

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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| Form 5032018 (2-16-18) | Page 2 of 12 | ALTA Commitment for Title Insurance (8-1-16) |
|------------------------|--------------|--|
| | | Indiana |

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <u>http://www.alta.org/arbitration</u>.

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ALTA Commitment for Title Insurance

ISSUED BY

Metropolitan Title of Indiana, LLC

File No: 4035-124825

Transaction Identification Data for reference only: Issuing Agent: Metropolitan Title of Indiana, LLC Commitment No.: 4035-124825 Property Address: 13816 Feichner Road, Yoder, IN 46798 Revision No.:

Issuing Office: 117 S. Johnson St., Bluffton, IN 46714 Issuing Office File No.: 4035-124825

SCHEDULE A

- 1. Commitment Date: August 03, 2018 8:00 AM
- 2. Policy to be issued:
 - (a) □ ALTA Owners Policy (6-17-06) Proposed Insured: To Be Determined Proposed Policy Amount: \$500.00

Policy to be issued:

- (b)
 ALTA Loan Policy (6-17-06)

 Proposed Insured: TBD Lender, its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.

 Proposed Policy Amount: \$500.00
- 3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Freiburger Farms. LLC, an Indiana limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC For questions regarding this commitment contact; (260)824-0200 or fax to (260)824-1728 117 S. Johnson St. Bluffton, IN 46714

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ALTA Commitment for Title Insurance

ISSUED BY

Metropolitan Title of Indiana, LLC

File No: 4035-124825

Commitment No.: 4035-124825

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
- 6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
- This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
- 8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
- 9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
- By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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ALTA Commitment for Title Insurance

Metropolitan Title of Indiana, LLC

File No: 4035-124825

Commitment No.: 4035-124825

SCHEDULE B, PART I (Continued)

Requirements (Continued)

- 11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
- 12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
- 13. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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ALTA Commitment for Title Insurance

Metropolitan Title of Indiana, LLC

File No: 4035-124825

Commitment No.: 4035-124825

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
- Any facts, rights, interests or claims which are not shown by the Public Record but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
- 4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
- Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
- 6. Taxes or special assessments which are not shown as existing liens by the Public Records.
- Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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 Real estate taxes assessed for the year 2017 are due in two installments payable May 10, 2018 and November 10, 2018:

Parcel No.: 02-16-21-200-006.000-048 May Installment of \$2,245.72 shows paid November Installment of \$2,245.72 shows paid

Tax Year:

Current Year 2017 due 2018

| Land: | \$257,500.00 |
|-------------------------|--------------|
| Improvements: | \$0.00 |
| Homeowners Exemption: | \$0.00 |
| Mortgage Exemption: | \$0.00 |
| Supplemental Homestead: | \$0.00 |
| Other Exemption: | \$0.00 |

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2018 due in May and November, 2019.

- Annual assessment for the maintenance of 1619962 Rebecca Knight Drain due May 10, 2018, in the amount of \$15.78 shows paid. Note: Subsequent assessments as required.
- 10. Annual assessment for the maintenance of 1606660 Little River Drain, shows none due at this time. Note: Subsequent assessments as required.
- 11. Submit to the Company the Operating Agreement, including any amendments thereto, of Freiburger Farms, LLC, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.

- 12. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed or Mortgage and appointing an individual to sign the Limited Liability Company Warranty Deed or Mortgage.
- 13. Right of Way for drainage, flow and maintenance of C.C. Haynes Main Ditch as set forth in IC 36-9-27-33.
- 14. Right of Way for drainage, flow and maintenance of C.C. Haynes Br 1 Ditch as set forth in IC 36-9-27-33.
- 15. Right of Way for drainage, flow and maintenance of C.C. Haynes Br 2 Ditch as set forth in IC 36-9-27-33.
- 16. Right of Way for drainage, flow and maintenance of C.C. Haynes Br 3 Ditch as set forth in IC 36-9-27-33.

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- Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
- Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
- 19. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.

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ISSUED BY

Metropolitan Title of Indiana, LLC

File No: 4035-124825

File No.: 4035-124825

The Land referred to herein below is situated in the County of Allen, State of Indiana, and is described as follows:

TRACT I:

Lots Numbered 5, 6, 7, 8 and 9 in Logan's Partition in the Southeast 1/4 of Section 21, Township 29 North, Range 11 East, said in previous deed to contain 56.80 acres.

ALSO:

That part of the Southeast 1/4 of Section 21, Township 29 North, Range 11 East, bounded and described as follows:

Commencing at a point on the South line of Section 21, Township 29 North, Range 11 East, 20 chains West of the Southeast corner of said Section 21, and running thence North 29 chains; thence West 20 chains; thence South 18 chains; thence East 10 chains; thence East 10 chains to the place of beginning, said in previous deed to contain 47 acres of land, more or less, being Numbered 11 on the plat made by the Commissioner's in Partition Suit of Ann Logan vs. Henry M. Logan et al, as same appears in Final Record "L", page 415, of the Allen Circuit Court.

ALSO:

Lot 10 as platted by Commissioners in Partition of the Samuel Logan estate in Section 21, Township 29 North, Range 11 East, said in previous deed to contain 11 acres of land, more or less.

The foregoing tracts are located in Lafayette Township, Allen County, Indiana, and said in previous deed to contain in all 117 acres of land, more or less.

EXCEPT THEREFROM:

Part of the Southeast Quarter of Section 21, Township 29 North, Range 11 East, in Allen County, Indiana, more particularly described as follows:

Beginning at a point on the South line of the Southeast Quarter of Section 21, Township 29 North, Range 11 East, in Allen County, Indiana, said point being 696.3 feet East of the Southwest corner of the Southeast Quarter of Section 21, Township 29 North, Range 11 East; thence North perpendicular to the South line of the Southeast Quarter of Section 21, Township 29 North, Range 11 East, a distance of 315.65 feet; thence East by deflection right of 90 degrees and parallel to the South line of the Southeast Quarter of Section 21, Township 29 North, Range 11 East, a distance of 315.65 feet; thence East by deflection right of 90 degrees and parallel to the South line of the Southeast Quarter of Section 21, Township 29 North, Range 11 East, a distance of 90 degrees 315.65 feet to a point on the South line of the Southeast Quarter of Section 21, Township 29 North, Range 11 East; thence West along said line 207 feet to the point of beginning, said in previous deed to contain 1.5 acres, more or less.

ALSO EXCEPT THEREFROM:

Part of Logan's Partition situated in the Southeast Quarter of Section 21, Township 29 North, Range 11 East, in Allen

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County; Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 21, Township 29 North, Range 11 East; thence Northerly along the East line of the Southeast Quarter of said Section 21, a distance of 1476.0 feet to the point of beginning of the tract herein described, said point being on a possession line fence extended Easterly; thence Westerly along said possession line fence, by a deflection left of 87 degrees 17 minutes, a distance of 315.65 feet; thence Northerly and parallel to the East line of the Southeast Quarter of said Section 21, by a deflection right of 87 degrees 17 minutes, a distance of 207.0 feet; thence Easterly and parallel to the said possession line fence, by a deflection right of 92 degrees 43 minutes, a distance of 315.65 feet to a point on the East line of the Southeast Quarter of said Section 21; thence Southerly along said line, by a deflection right of 87 degrees 17 minutes, a distance of 207.0 feet to the point of beginning.

ALSO EXCEPTING THEREFROM:

A 2.0 acre tract of land being a part of Lot 10 as platted by the Commissioners in Partition of the Samuel Logan estate in Section 21, Township 29 North, Range 11 East, said in previous deed to contain 11 acres of land, more or less. All as described within Deed Record 576, pages 400-1, within Recorder's Office of Allen County, Indiana. The 2.0 acre tract of land is described as follows:

Commencing at an iron rod found as reference by the Allen County Surveyor's Office, identifying the Southwest corner of the Southeast Quarter of Section 21, Township 29 North, Range 11 East; thence East along the South line of said Southeast Quarter of Section 21, Township 29 North, Range 11 East, on an assumed bearing North 90 degrees 00 minutes East (said assumed bearing to be used for bearings that follow), 231.00 feet to a 5/8 inch diameter iron rod set, being the point of beginning of said 2.0 acre tract of land; thence continuing North 90 degrees 00 minutes East, 231.00 feet to a 5/8 inch diameter iron rod set; thence North 00 degrees 00 minutes East 377.14 feet to a 5/8 inch diameter iron rod set; thence South 90 degrees 00 minutes West 231.00 feet to a 5/8 inch diameter iron rod set; thence South 90 degrees 00 minutes West 231.00 feet to a 5/8 inch diameter iron rod set; thence South 00 degrees 00 minutes West 377.14 feet to the point of beginning. Said in previous deed to contain 2.0 acres of land, more or less. All as shown on Certificate of Survey No. 10-25-97, dated October 25, 1997, by Clarence D. Embury, Registered Indiana Land Surveyor No. S-0024.

ALSO EXCEPT THEREFROM:

Part of Lots Numbered 6 and 7 in Logan's Partition in the Southeast Quarter of Section 21, Township 29 North, Range 11 East, Lafayette Township, Allen County, Indiana, as same appears in Final Record "L", page 415 of the Allen Circuit Court, described as follows:

Starting at the Northeast corner of said Southeast Quarter found per record witness; thence Southerly, 165.41 feet along the East line of said Southeast Quarter to a mag nail which shall be the place of beginning; thence continuing Southerly, 436.00 feet along said East line to a mag nail; thence Westerly, deflecting right 90 degrees 00 minutes 00 seconds, 300.00 feet to a 5/8" rebar stake; thence Northerly, deflecting right 90 degrees 00 minutes 00 seconds, 436.00 feet parallel with the East line of said Southeast Quarter to a 5/8" rebar stake; thence Easterly, deflecting right 90 degrees 00 minutes 00 seconds, 300.00 feet to the place of beginning. Said in previous deed to contain 3.00 acres, more or less.

All as shown on Plat of Survey No. AL-11448 dated April 30, 2010, field and May 7, 2010, office by Joel A. Hoehn Registered Indiana Land Surveyor No. 87-0002.

TRACT II:

A tract of land said in previous deed to contain 77.58 acres, more or less, located in the Northeast Quarter of Section 21, Township 29 North, Range 11 East, Allen County, Indiana, and made up of the following parcels:

PARCEL A:

The East Half of the Northeast Quarter of Section 21, Township 29 North, Range 11 East, Allen County, Indiana.

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EXCEPT THEREFROM:

The North 456.9 feet of the East Half of the Northeast Quarter of Section 21, Township 29 North, Range 11 East, Allen County, Indiana, said in previous deed to contain 14.0 acres, more or less.

ALSO EXCEPT THEREFROM:

Commencing at the Northeast corner of Section 21, Township 29 North, Range 11 East, Allen County, Indiana; thence South along the East line of Section 21 a distance of 1357.5 feet to the point of beginning; thence continuing South along the East line of Section 21 a distance of 238.0 feet; thence right 90 degrees 52 minutes a distance of 398.2 feet; thence right 89 degrees 08 minutes a distance of 328.0 feet; thence right 90 degrees 52 minutes a distance of 398.2 feet to the point of beginning. Parcel said in previous deed to contain 3.0 acres, more or less.

PARCEL B:

The East 707.2 feet of the South 880.0 feet of the West Half of the Northeast Quarter of Section 21, Township 29 North, Range 11 East, Allen County, Indiana. Parcel said in previous deed to contain 14.28 acres, more or less.

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First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

- Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include: Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
 - Information about your transactions with us, our affiliated companies, or others; and Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casuality insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

Inst American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. <u>ErstAm.com</u> uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and

productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data. Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information.

When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner. Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Form 50-PRIVACY (9/1/10)

Page 1 of 1

Privacy Information (2001-2010 First American Financial Corporation)

PROPERTY PHOTOS





















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